

IN THE COURT OF COMMON PLEAS  
MAHONING COUNTY, OHIO

DOMINIC MARCHIONDA ) RE-FILED CASE NO. 17 CV 3265  
7886 VIA ATTILIO )  
POLAND, OH 44514 ) PREVIOUS CASE NO. 2015-CV-2806  
and )  
JACQUELINE MARCHIONDA ) JUDGE K.RICHBAUER  
7886 VIA ATTILIO )  
POLAND, OH 44514 )  
Plaintiffs, )  
v. )  
ALLSTATE PROPERTY AND CASUALTY )  
INSURANCE COMPANY )  
AKA ALLSTATE INDEMNITY COMPANY )  
AKA ALLSTATE INSURANCE COMPANY ) COMPLAINT  
AKA ALLSTATE FIRE AND CASUALTY )  
INSURANCE COMPANY )  
STATUTORY AGENT: ) JURY DEMAND ENDORSED HEREON  
CT CORPORATION SYSTEM )  
GIL APELIS )  
1300 EAST 9<sup>th</sup> STREET, SUITE 1010 )  
CLEVELAND, OHIO 44114 )  
Defendant. )

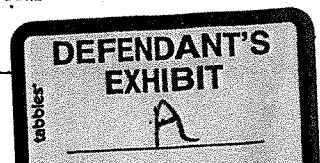
1. At the time of the subject loss, Plaintiffs, Dominic Marchionda and Jacqueline Marchionda, (hereinafter referred to as "Plaintiffs"), owned property located at 7886 Via Attilio, Poland, Mahoning County, State of Ohio.

2. Defendant, Allstate Property and Casualty Insurance Company aka Allstate Indemnity Company aka Allstate Insurance Company aka Allstate Fire and Casualty Insurance Company (hereinafter referred to as "Defendant"), now is and at all times herein mentioned was a corporation and/or business organized and existing under the laws of the state of Ohio and engaged in doing

(00506105-1)



2017 CV  
03265  
00090981470  
COMP



business in Mahoning County as an insurer pursuant to the general insurance laws of the state of Ohio.

3. Defendant, for and in consideration of a valuable premium paid, issued to Plaintiffs its insurance Policy No. 980448459 11/20, covering loss due to damage by a covered cause of loss to property, including Dwelling Protection, Other Structures Protection, Personal Property Coverage, Additional Living Expenses, Additional Coverages and/or Supplemental Coverages, located at 7886 Via Attilio, Poland, Mahoning County, State of Ohio (hereinafter referred to as "described premises"). Plaintiffs are the Named Insureds under the subject Policy. A true and accurate copy of said policy, along with endorsements and declaration page showing the coverages in effect at the time of the covered loss, is not attached hereto because Defendant has the original of said policy. Plaintiffs have attached to this Complaint a copy of the declaration pages that Plaintiffs believe were in effect at the time of the said loss.

4. On or about October 25, 2014, a wind loss occurred at the described premises in which the described premises were damaged by the wind loss. Wind is a covered cause of loss under the subject insurance policy.

5. At the time of the wind loss, the described premise was insured under a policy of insurance issued by Defendant to Plaintiffs. After the wind loss, Plaintiffs notified Defendant of the loss and damage and made a proper and timely claim for their loss pursuant to the terms of their policy with Defendant. Plaintiffs thereafter have fully complied with each and every term, condition, and provision of the policy of insurance on their part to be performed, within their control, and/or have been waived by Defendant, and/or Defendant is estopped from asserting those defenses in regards to the covered loss.

6. The policy of insurance was in full force and effect at the time of the loss and damage. Defendant failed to pay Plaintiffs the amount due and owing to Plaintiffs under the terms of the policy.

7. Defendant had a duty to pay for any covered loss sustained for which its insured is legally entitled to collect as a result of such loss. This contractual obligation is subject only to any applicable limits which are expressly and unambiguously stated in the insurance policy.

8. Defendant breached its duty pursuant to the insurance policy contract by failing to tender Plaintiffs the full amount of benefits available for damages caused by the covered cause of loss.

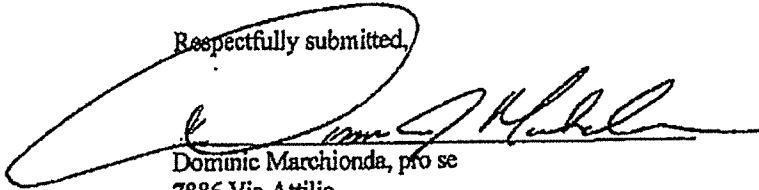
9. Plaintiffs further do not waive their rights under their policy by filing this action.

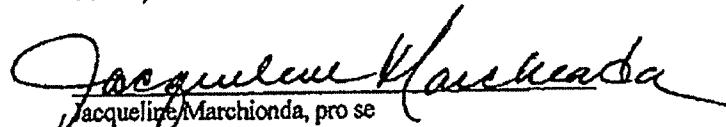
10. As a result of the subject fire loss, Plaintiffs sustained damage to the described property. The provisions of the insurance policy require Defendant to pay Plaintiffs' damages to the described property as a result of the subject covered loss which in this case is in excess of Twenty-Five Thousand Dollars (\$25,000).

11. As a direct and proximate result of the actions and omissions of Defendant, through its agents, attorneys, adjusters and investigators, Plaintiffs have sustained damages as outlined in this complaint and the prayer for damages.

WHEREFORE, Plaintiffs, Dominic Marchionda and Jacqueline Marchionda, demands judgment against Defendant, Allstate Property and Casualty Insurance Company aka Allstate Indemnity Company aka Allstate Insurance Company aka Allstate Fire and Casualty Insurance Company, for compensatory damages in excess of Twenty-Five Thousand Dollars (\$25,000), including, but not limited to, contractual damages, punitive damages, costs, prejudgment interest, and for other costs, expenses incurred and other relief as this Court deems just.

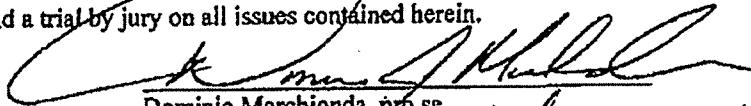
Respectfully submitted,

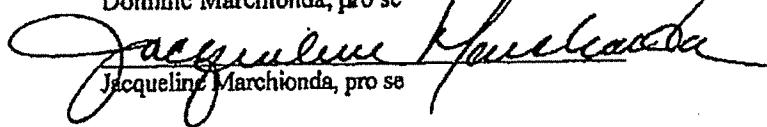
  
Dominic Marchionda, pro se  
7886 Via Attilio  
Poland, OH 44514

  
Jacqueline Marchionda, pro se  
7886 Via Attilio  
Poland, OH 44514

JURY DEMAND

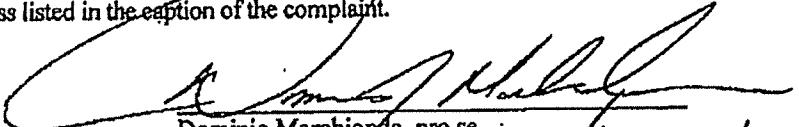
Plaintiffs hereby demand a trial by jury on all issues contained herein.

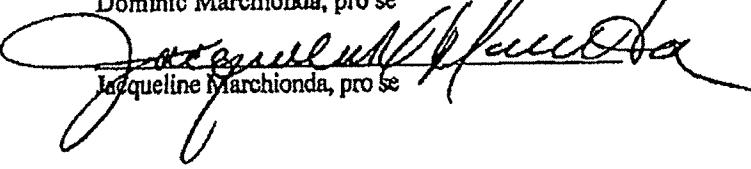
  
Dominic Marchionda, pro se

  
Jacqueline Marchionda, pro se

REQUEST FOR SERVICE TO THE CLERK

Pursuant to Civ. R. 4.1(A), please issue alias summons and complaint directed to this court for service by United States Mail by CERTIFIED MAIL on the Defendants making same returnable according to law at the address listed in the caption of the complaint.

  
Dominic Marchionda, pro se

  
Jacqueline Marchionda, pro se

IRL:kda/6-13-18/15121-A

IN THE COURT OF COMMON PLEAS  
MAHONING COUNTY, OHIO

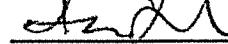
DOMINIC MARCHIONDA, et al.	)	CASE NO. 17 CV 3265
Plaintiffs	)	JUDGE JOHN M. DURKIN
vs.	)	
ALLSTATE PROPERTY AND	)	<u>NOTICE OF APPEARANCE</u>
CASUALTY INS. CO.	)	<u>OF COUNSEL</u>
Defendant	)	

Now comes attorney Ian R. Luschin, of the law firm of WILLIAMS, MOLITERNO & SCULLY CO., L.P.A., and hereby gives notice that he is entering an appearance as counsel on behalf of defendant, Allstate Property and Casualty Insurance Company, and hereby requests to be included in all communications concerning the within matter. Defendant does not waive any service or jurisdictional issues.

Respectfully submitted,

WILLIAMS, MOLITERNO & SCULLY CO., L.P.A.

By:



IAN R. LUSCHIN - 0079349

Attorney for Defendant Allstate Property and

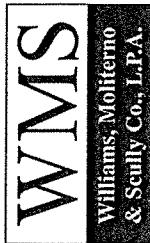
Casualty Insurance Company

2 Summit Park Dr., Ste. 235

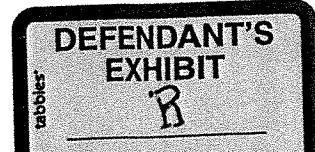
Cleveland, OH 44131

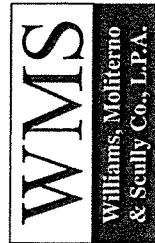
Tele: 330-405-5061/Fax: 330-405-5586

Email: [iluschin@wmslawohio.com](mailto:iluschin@wmslawohio.com)



2 Summit Park Drive • Suite 235 • Cleveland, Ohio 44131 • Phone: 330.405.5061 • Fax: 330.405.5586 • [www.wmslawohio.com](http://www.wmslawohio.com)





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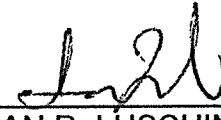
**CERTIFICATE OF SERVICE**

A copy of the foregoing **Notice of Appearance** has been forwarded via regular U.S. Mail, postage prepaid, on or about this 13<sup>th</sup> day of June, 2018, to:

Dominic Marchionda  
Jacqueline Marchionda  
7886 Via Atilio  
Poland, OH 44514-5346  
*Pro Se Plaintiffs*

WILLIAMS, MOLITERNO & SCULLY CO., L.P.A.

By:

  
IAN R. LUSCHIN - 0079349  
Attorney for Defendant Allstate Property and Casualty Insurance Company

IRL:jk/7-5-18/15121-A

IN THE COURT OF COMMON PLEAS  
MAHONING COUNTY, OHIO

DOMINIC MARCHIONDA, et al. ) CASE NO. 17 CV 3265  
Plaintiffs )  
vs. ) JUDGE JOHN M. DURKIN  
ALLSTATE PROPERTY AND )  
CASUALTY INS. CO. ) ANSWER OF ALLSTATE PROPERTY  
Defendant ) AND CASUALTY INSURANCE  
 ) COMPANY TO PLAINTIFFS'  
 ) COMPLAINT  
 ) (Jury Demand Endorsed Hereon)

Now comes defendant, Allstate Property and Casualty Company, by and through counsel, WILLIAMS, MOLITERNO & SCULLY CO., L.P.A., and Ian R. Luschin, and hereby states and avers for its Answer to plaintiffs' Complaint as follows:

**FIRST DEFENSE**

1. Defendant, Allstate Property and Casualty Company, denies for want of knowledge the allegations contained in paragraph 1 of plaintiffs' Complaint.
2. Defendant, Allstate Property and Casualty Company, admits those allegations contained in paragraphs 2, 3 and 9 of plaintiffs' Complaint.
3. In response to paragraph 4 of plaintiffs' Complaint, defendant Allstate Property and Casualty Company admits that wind is a covered loss under the policy, subject to all terms and conditions of the policy. Defendant Allstate Property and Casualty Company denies the remaining allegations contained in paragraph 4 of

DEFENDANT'S  
EXHIBIT

plaintiffs' complaint.

4. Defendant, Allstate Property and Casualty Company, denies those allegations contained in paragraphs 5, 6, 8, 10, and 11 of plaintiffs' Complaint, and demands strict proof thereof.

5. In response to paragraph 7 of plaintiffs' Complaint, defendant, Allstate Property and Casualty Company states that it has a duty to pay covered losses as set forth in the Allstate policy, and subject to all terms and conditions of the policy. Defendant Allstate Property and Casualty Company denies the remaining allegations contained in paragraph 7 of plaintiffs' Complaint.

#### **SECOND DEFENSE**

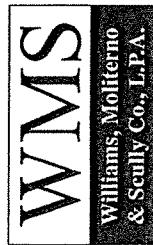
6. Defendant, Allstate Property and Casualty Company, states that the plaintiffs herein have failed to state a claim upon which relief can be granted pursuant to Ohio Rules of Civil Procedure, Rule 12(B)(6) and that, therefore, they are barred from recovery.

#### **THIRD DEFENSE**

7. Defendant, Allstate Property and Casualty Company, states that plaintiff has a past and continuing obligation to meet all terms and conditions for the Allstate policy. Failure to do so negates the plaintiffs' claims in this matter.

#### **FOURTH DEFENSE**

8. Defendant, Allstate Property and Casualty Company, states that under the terms of the Allstate policy, both parties to the insurance contract have the right to demand appraisal. Once the demand for appraisal is made, the appraisal procedure is the binding and sole mechanism for determining the value of the loss.



2 Summit Park Drive • Suite 235 • Cleveland, Ohio 44131 • Phone: 330.405.5061 • Fax: 330.405.5586 • [www.wmslawohio.com](http://www.wmslawohio.com)

**FIFTH DEFENSE**

9. Defendant Allstate Property and Casualty Company states that the plaintiffs failed to provide timely notice of this alleged loss.

**SIXTH DEFENSE**

10. Allstate asserts all or part of the damages claimed may be related to prior events and may not be recoverable in this claim for that reason or may have been paid already in prior claims.

**SEVENTH DEFENSE**

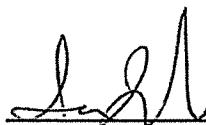
11. Defendant Allstate Property and Casualty Company hereby reserves its right to supplement additional affirmative defenses, if appropriate, after the completion of additional discovery and/or investigation.

WHEREFORE, having fully answered, defendant Allstate Property and Casualty Company prays that the plaintiffs' Complaint be dismissed at plaintiffs' costs and that this defendant be permitted to go henceforth without delay.

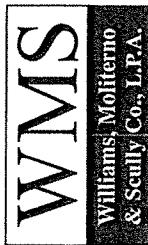
Respectfully submitted,

WILLIAMS, MOLITERNO & SCULLY CO., L.P.A.

By:



IAN R. LUSCHIN - 0079349  
Attorney for Defendant Allstate Property and  
Casualty Insurance Company  
2 Summit Park Dr., Ste. 235  
Cleveland, OH 44131  
Tele: 330-405-5061/Fax: 330-405-5586  
Email: [iluschin@wmslawohio.com](mailto:iluschin@wmslawohio.com)



**JURY DEMAND**

A trial by jury is hereby requested on issues herein.



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IAN R. LUSCHIN (0079349)

Attorney for Defendant  
Allstate Property and Casualty Company

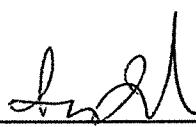
**CERTIFICATE OF SERVICE**

A copy of the foregoing **Answer of Allstate Property and Casualty Insurance Company to Plaintiffs' Complaint** has been forwarded via regular U.S. Mail, postage prepaid, on or about this 6<sup>th</sup> day of July, 2018, to:

Dominic Marchionda  
Jacqueline Marchionda  
7886 Via Atilio  
Poland, OH 44514-5346  
*Pro Se Plaintiffs*

WILLIAMS, MOLITERNO & SCULLY CO., L.P.A.

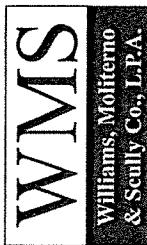
By:

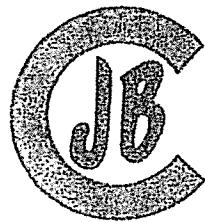


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IAN R. LUSCHIN - 0079349

Attorney for Defendant Allstate Property and Casualty Insurance Company





# J. BOWERS CONSTRUCTION INC.

3113 Mogadore Rd. Akron, Ohio 44312-1809

## DISASTER RESTORATION SPECIALISTS

insurance repairs • fire reconstruction • storm & water loss

Akron (330) 628-4807 • Canton (330) 453-9340 • 1-800-289-9050 • FAX (330) 628-8473

Client: Dominic Marchionda  
Property: 7886 Via Attilo  
Poland, OH 44514

Operator: SBOWERS

Estimator: Sean Bowers  
Business: 3113 Mogadore Road  
Akron, OH 44312

Business: (800) 289-9050

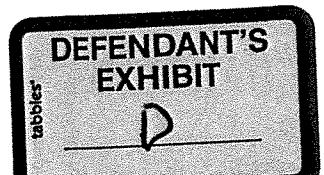
E-mail: sbowers@j-bowersconst.com

Type of Estimate: Wind Damage  
Date Entered: 8/18/2015  
Price List: OHYO8X\_JUN15  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: MARCHIONDA

Date Assigned:



DISASTER KLEENUP® NETWORK MEMBER





J. Bowers Construction Co. Inc.

3113 Mogadore Road  
 Akron, OH 44312  
 Toll Free (800) 289-9050  
 Akron (330) 628-4807  
 Fax (330) 628-8473

Canton (330) 453-9340

## MARCHIONDA

## Roof

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
The following quantities are based on the attached Eagleview report and code requirements							
1. Remove Laminated - comp. shingle rfg. - w/ felt	77.05 SQ		46.91	0.00	0.00	722.88	4,337.30
3. Remove Additional charge for steep roof - 7/12 to 9/12 slope	3.21 SQ		12.10	0.00	0.00	7.76	46.60
4. Remove Additional charge for steep roof - 10/12 - 12/12 slope	49.04 SQ		19.00	0.00	0.00	186.36	1,118.12
5. Remove Additional charge for steep roof greater than 12/12 slope	12.18 SQ		23.59	0.00	0.00	57.46	344.79
6. Remove Additional charge for high roof (2 stories or greater)	59.14 SQ		4.57	0.00	0.00	54.06	324.33
7. Ice & water shield	4,200.00 SF		0.00	1.28	97.44	1,094.68	6,568.12
8. Roofing felt - 30 lb.	44.53 SQ		0.00	27.88	34.29	255.16	1,530.95
9. Laminated - comp. shingle rfg. - w/out felt	93.00 SQ		0.00	169.47	590.71	3,270.28	19,621.70
10. R&R Ridge cap - composition shingles	685.00 LF		1.86	3.61	53.14	760.02	4,560.11
11. Additional charge for steep roof - 7/12 to 9/12 slope	4.00 SQ		0.00	30.57	0.00	24.46	146.74
12. Additional charge for steep roof - 10/12 - 12/12 slope	59.00 SQ		0.00	48.05	0.00	567.00	3,401.95
13. Additional charge for steep roof greater than 12/12 slope	14.67 SQ		0.00	60.16	0.00	176.52	1,059.07
14. Additional charge for high roof (2 stories or greater)	71.00 SQ		0.00	13.51	0.00	191.84	1,151.05
15. R&R Drip edge	676.00 LF		0.28	1.63	26.96	263.64	1,581.76
16. Valley metal - (W) profile	316.00 LF		0.00	4.73	53.15	309.58	1,857.41
17. R&R Counterflashing - Apron flashing	112.00 LF		0.51	6.81	9.99	165.96	995.79
18. Step flashing	179.00 LF		0.00	7.40	21.15	269.16	1,614.91
19. Continuous ridge vent - shingle-over style	101.00 LF		0.00	6.46	20.87	134.68	808.01
20. R&R Flashing - pipe jack	8.00 EA		6.09	28.65	3.96	56.38	338.26
21. R&R Chimney flashing - large (32" x 60")	2.00 EA		21.64	353.80	11.64	152.50	915.02

Totals: Roof

923.30 8,720.38 52,321.99

2nd floor

MARCHIONDA

8/18/2015

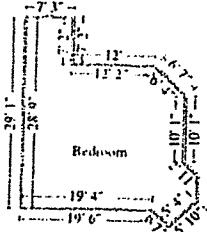
Page: 2



J. Bowers Construction Co. Inc.

3113 Mogadore Road  
 Akron, OH 44312  
 Toll Free (800) 289-9050  
 Akron (330) 628-4807  
 Fax (330) 628-8473

Canton (330) 453-9340



Bedroom

Height: 8'

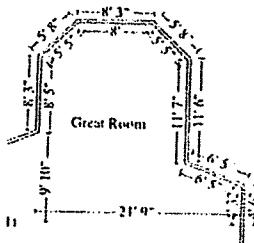
846.24 SF Walls  
 1,406.80 SF Walls & Ceiling  
 62.28 SY Flooring  
 105.78 LF Ceil. Perimeter

560.56 SF Ceiling  
 560.56 SF Floor  
 105.78 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
22. Drywall patch / small repair, ready for paint	4.00 EA		0.00	44.96	0.69	36.10	216.63
24. Remove Scrape texture	560.56 SF		2.95	0.00	0.41	330.82	1,984.88
25. Texture drywall - heavy hand texture	560.56 SF		0.00	0.69	5.69	78.50	470.98
26. Seal/prime then paint the walls and ceiling twice (3 coats)	1,406.80 SF		0.00	0.81	24.48	232.80	1,396.79
28. Mask and prep for paint - plastic, paper, tape (per LF)	105.78 LF		0.00	0.91	1.69	19.60	117.55
29. Contents - move out then reset - Extra large room	.00 EA		0.00	118.31	0.00	23.66	141.97
31. Content Manipulation charge - per hour additional due to amount	6.00 HR		0.00	28.91	0.00	34.70	208.16
32. Detach & Reset Ceiling fan & light	1.00 EA	97.47	0.00	0.00	0.00	19.50	116.97
34. Recessed light fixture - Detach & reset trim only	3.00 EA		0.00	2.38	0.00	1.42	8.56
35. Heat/AC register - Detach & reset	3.00 EA		0.00	3.07	0.00	1.84	11.05
37. Clean and deodorize carpet	560.56 SF		0.00	0.32	16.05	35.96	231.39

Totals: Bedroom		49.01	814.90	4,904.93
Total: 2nd floor		49.01	814.90	4,904.93

1st floor



Great Room

Height: 11'

543.75 SF Walls  
 908.80 SF Walls & Ceiling  
 40.56 SY Flooring  
 71.16 LF Ceil. Perimeter

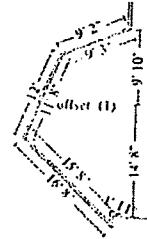
365.05 SF Ceiling  
 365.05 SF Floor  
 49.43 LF Floor Perimeter



J. Bowers Construction Co. Inc.

3113 Mogadore Road  
 Akron, OH 44312  
 Toll Free (800) 289-9050  
 Akron (330) 628-4807 Canton (330) 453-9340  
 Fax (330) 628-8473

## CONTINUED - Great Room



## Subroom: offset (1)

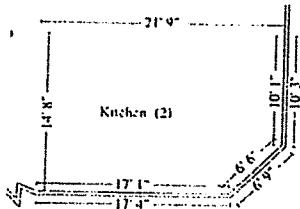
Height: 11'

438.95 SF Walls	206.81 SF Ceiling
645.76 SF Walls & Ceiling	206.81 SF Floor
22.98 SY Flooring	39.90 LF Floor Perimeter
39.90 LF Ceil. Perimeter	

Missing Wall  
 Missing Wall

9' 10" X 11'  
 14' 8 5/16" X 11'

Opens into GREAT\_ROOM  
 Opens into KITCHEN



## Subroom: Kitchen (2)

Height: 9'

303.33 SF Walls	308.93 SF Ceiling
612.26 SF Walls & Ceiling	308.93 SF Floor
34.33 SY Flooring	33.70 LF Floor Perimeter
55.43 LF Ceil. Perimeter	

Missing Wall  
 Missing Wall

21' 8 3/4" X 9'  
 14' 8 5/16" X 9'

Opens into GREAT\_ROOM  
 Opens into OFFSET

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
39. Plasterer - per hour	64.00 HR		0.00	52.38	0.00	670.46	4,022.78
41. Plaster - General Laborer - per hour	64.00 HR		0.00	28.91	0.00	370.04	2,220.28
42. Seal/prime then paint the walls and ceiling twice (3 coats)	2,166.82 SF		0.00	0.81	37.70	358.56	2,151.38
43. Painting - Faux (special effects) - Marbling	1,286.04 SF		0.00	3.42	51.28	889.92	5,339.46
44. Ceiling fan - Detach & reset	1.00 EA		0.00	97.47	0.00	19.50	116.97
45. Detach & Reset Chandelier	1.00 EA	71.16	0.00	0.00	0.00	14.24	85.40
46. Recessed light fixture - Detach & reset trim only	11.00 EA		0.00	2.38	0.00	5.24	31.42
47. Content Manipulation charge - per hour	12.00 HR		0.00	28.91	0.00	69.38	416.30
50. Floor protection - heavy paper and tape	880.78 SF		0.00	0.27	2.55	48.08	288.44
48. Mask and prep for paint - plastic, paper, tape (per LF)	1,286.04 LF		0.00	0.91	20.51	238.16	1,428.97
51. Scaffold - per section (per week)	4.00 WK		0.00	48.00	0.00	38.40	230.40
52. Scaffolding Setup & Take down - per hour	4.00 HR		0.00	28.91	0.00	23.12	138.76

MARCHIONDA

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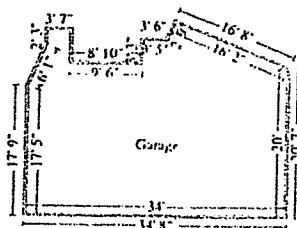


J. Bowers Construction Co. Inc.

3113 Mogadore Road  
 Akron, OH 44312  
 Toll Free (800) 289-9050  
 Akron (330) 628-4807 Canton (330) 453-9340  
 Fax (330) 628-8473

## CONTINUED - Great Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Great Room					112.04	2,745.10	16,470.56



## Garage

Height: 8'

974.83 SF Walls  
 1,738.15 SF Walls & Ceiling  
 84.81 SY Flooring  
 121.85 LF Ceil. Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
54. Drywall Installer / Finisher - per hour	24.00 HR		0.00	55.00	0.00	264.00	1,584.00
55. Drywall - General Laborer - per hour	24.00 HR		0.00	28.91	0.00	138.76	832.60
56. Seal/prime then paint the walls and ceiling twice (3 coats)	1,738.15 SF		0.00	0.81	30.24	287.62	1,725.76
57. Content Manipulation charge - per hour	32.00 HR		0.00	28.91	0.00	185.02	1,110.14
58. Scaffold - per section (per week)	2.00 WK		0.00	48.00	0.00	19.20	115.20
59. Scaffolding Setup & Take down - per hour	1.00 HR		0.00	28.91	0.00	5.78	34.69
Totals: Garage					30.24	900.38	5,402.39
Total: 1st floor					142.28	3,645.48	21,872.95

## Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
36. Heat, vent, & air cond. labor minimum	1.00 EA		0.00	170.80	0.00	34.16	204.96
Totals: Labor Minimums Applied					0.00	34.16	204.96
Line Item Totals: MARCHIONDA					1,114.59	13,214.92	79,304.83



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**Grand Total Areas:**

3,107.10 SF Walls	2,204.66 SF Ceiling	5,311.77 SF Walls and Ceiling
2,204.66 SF Floor	244.96 SY Flooring	350.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	394.13 LF Ceil. Perimeter
2,204.66 Floor Area	2,324.77 Total Area	3,107.10 Interior Wall Area
3,535.63 Exterior Wall Area	358.24 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	


**J. Bowers Construction Co. Inc.**

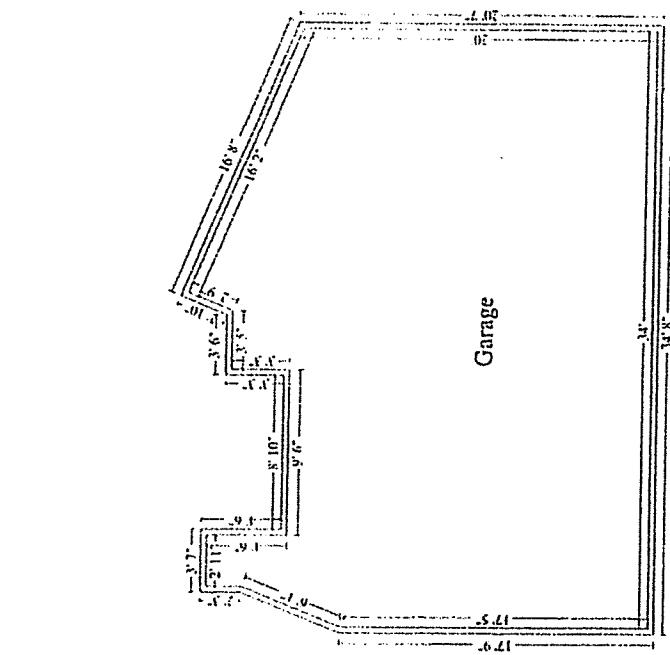
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**Summary**

Line Item Total	64,975.32
Material Sales Tax	1,098.54
Cln Matl Tax	0.41
<b>Subtotal</b>	<b>66,074.27</b>
Overhead	6,607.46
Profit	6,607.46
Cln&Carpet Svc Tax	15.64
<b>Replacement Cost Value</b>	<b>\$79,304.83</b>
<b>Net Claim</b>	<b>\$79,304.83</b>

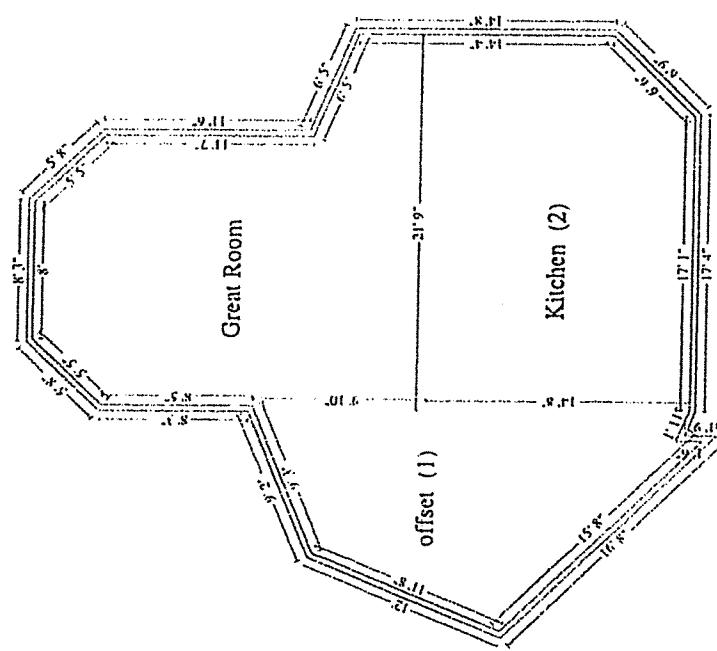
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 Sean Bowers

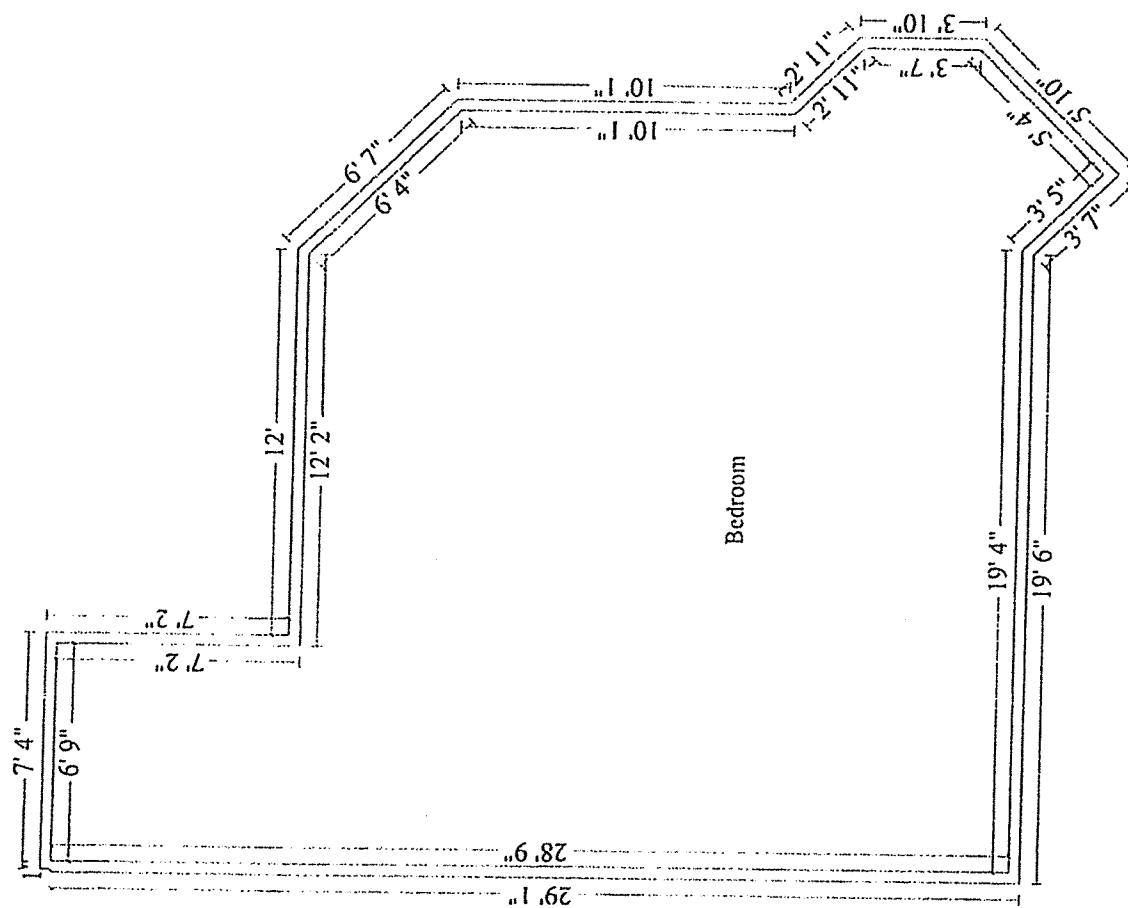


1st floor

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2nd floor

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